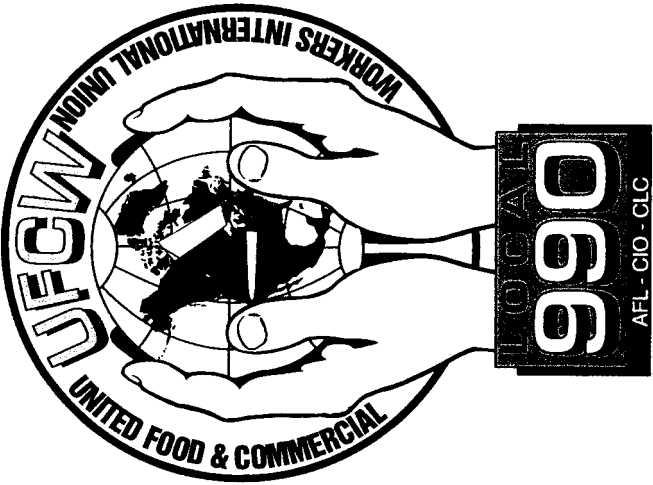


# AGREEMENT

Between



United Food and Commercial Workers  
International Union  
AFL-CIO, CLC  
Local 990

and

Monfort, Inc.  
Greeley, Colorado

September 7, 1997 to November 19, 2000



# ACUERDO

Entre



Sindicato Internacional de Trabajadores  
de Alimentación y Comercio  
AFL-CIO, CLC  
Local 990

y

Monfort, Inc.  
Greeley, Colorado

7 de Septiembre, 1997 a 19 de Noviembre, 2000



## ARTICLE 2 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers, nurses, emergency medical technicians, fault reset, roll stock, scalers, warehouse persons, plant computer operators, console operators, Formax, K-Pak, blender, blood plasma operators, managerial, administrative, distribution, quality control/PIFS, engineering/maintenance employees, listers, inventory control coordinators, employees of independent contractors, guards, and supervisors as defined by the National Labor Relations Act.

## ARTICLE 3 SAFETY

### Section 1

A.) The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in order to achieve and maintain this goal.

B.) The Company agrees that it has the sole responsibility to provide a safe and healthy workplace and to correct safety and health hazards. Nothing in this agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.

C.) It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and safe operating procedures.

### Section 2

A.) The Safety Committee shall consist of twenty (20) members selected by the Union (Fabrication A-3, B-3; Kill floor A-2, B-2; Rendering A, B & C-1; Coolers A & B-1; Hide plant A & B-1; Offal A-1, B-1; Pens A & B-1 (for all outside Kill), Ground beef A-1, B-1; Shipping A, B & C-1; Alvey A, B & C-1), plus a Union Representative. There will be an equal number of management personnel (but not less than three (3)) to include the Plant Manager, Safety Manager and Plant Engineer or designee(s). They shall meet at least monthly, on Company time, not to exceed two (2) hours. The first hour will be for Union conferencing, and the second hour will be for covering the agenda in joint session.

B.) Safety Committee members will be assigned by the Safety Committee, to perform work area safety inspections on Company paid time of at least (2) hours per month as directed by the Safety Committee. Findings will be reviewed with the area supervisor(s), and issues that require further action will be reviewed with the appropriate Superintendent and the Safety Manager or designated representative. Findings will be reviewed by the Safety Committee.

C.) The Safety Committee shall hold meetings as often as necessary, but not less than once each month at a regularly scheduled time and place. Meetings of the Safety Committee shall be scheduled at such time and in such manner as to not interfere with the orderly operation of the plant.

### Section 3

It is the Plant Manager's or designee's responsibility to investigate the Safety Committee's recommendations and to advise the Safety Committee, of the action taken, if any, at the next safety meeting. The situations or recommendations deemed and agreed upon as critical by the Safety Committee shall receive priority attention, and a written response will be given within one (1) week.

### Section 4

The Company shall furnish all safety equipment necessary for the protection of the hourly employees.

**Section 4** I.D. Badges. The Company agrees to provide one (1) I.D. badge or card, at no cost, to the employees. Thereafter, the cost to replace lost I.D. badges or cards will be no more than five dollars (\$5.00).

**Section 5** Laundry. The Company agrees to continue the current employee laundry program throughout the term of this Agreement.

**Section 6** Neutrality. The Company shall do what is necessary to ensure its officers, representatives, supervisors and/or agents shall not attempt to influence a Colorado Labor Peace Act election or any internal Union election campaign and/or vote.

#### ARTICLE 34 WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

**Section 1** Entire Agreement. This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

**Section 2** Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 3** Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by the designated representatives of each party.

**Section 4** In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision, or provisions, so affected shall be made to conform to the law or determination, and all other provisions not so affected shall continue in full force and effect.

#### ARTICLE 35 DURATION OF AGREEMENT

This Agreement shall be effective beginning September 7, 1997 and shall remain in full force and effect until November 19, 2000. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

DATE this 19th day of November, 1997.

[Signature]

Dan M. Ryan

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Monfort Inc.

[Signature]

[Signature]

[Signature]

United Food and Commercial  
Workers, Local 990

# APPENDIX "A" WAGES

All regular full-time production employees who have completed twenty four (24) months of employment shall receive the following base rate:

- All Production Divisions \$9.05
- Effective the first Monday of the second year of the Agreement, fifteen cent (15¢) increase for all employees.
- Effective the first Monday of the third year of the Agreement, twenty cent (20¢) increase for all employees.

Starting rates for new employees. First six (6) months after hire date, employees will be paid not less than:

- \$1.50 below the applicable base rate.
- 2<sup>nd</sup> six (6) months: \$1.10 below the applicable base rate.
- 3<sup>rd</sup> six (6) months: .70¢ below the applicable base rate.
- 4<sup>th</sup> six (6) months: .30¢ below the applicable base rate.

Starting rate increase will be extended for any absence beyond one (1) week. Such extension will be for the length of the absence.

Job wage differentials are as follows:

→ Group 7	Base Rate	+	\$1.85/hour
→ Group 6	Base Rate	+	\$1.65/hour
→ Group 5	Base Rate	+	\$1.35/hour
→ Group 4	Base Rate	+	\$1.00/hour
→ Group 3	Base Rate	+	\$ .70/hour
→ Group 2	Base Rate	+	\$ .40/hour
→ Group 1	Base Rate	+	\$ .20/hour
→ Group 0	Base Labor Rate		

New Hires shall also receive the wage differential depending on the group after they have completed sixty (60) calendar days of employment.

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment.

# SLAUGHTER JOB GROUPINGS

## BASE

Add Dry Ice/ Lids on boxes  
 Apply paper at Brisket  
 AQL  
 Bag Tails  
 Box Fresh Offal  
 Box Maker  
 Brand/Bag/Rack Livers  
 Clean & Pack Spinal Cords  
 Clean-up / Inedible Barrels  
 Clear Neck  
 Combo Pet food  
 Condemed Cage  
 Cut Off Blanket Fat,  
 SEP Omesa  
 Cut Off Fat from Omesa,  
 Aside Fat  
 Cut Off Front Feet  
 Cut Off 1<sup>st</sup> Hock, Switch Tail  
 Cut Off 2<sup>nd</sup> Hock  
 Drive Cattle  
 Exp. Idle Bones,  
 Clip Idle Bones  
 Feed Kill Chain,  
 Open Neck Hide  
 Flush Heads/Clip bone  
 Flushers/ Braiders  
 Flush Large Intestine  
 General Labor  
 Hang Hides- Black Belt  
 Hang Off 1<sup>st</sup> Leg  
 Hang Off 2<sup>nd</sup> Leg  
 Hang Paunch on Chain  
 Hang Plastic at Rump,  
 Stamp Angus

Hang Trolleys  
 Hide Hanger After Down Puller  
 Hide Hanger After Fleisher  
 Hides-Pull, Mark/Cut Tails  
 Insert Bungee Cord  
 Janitor  
 Load Chill Box  
 Load Rails Sales Cooler  
 Load Tail Puller  
 Open Omesa with Splitter  
 Open Paunch & dump  
 Open Seam On Paunch  
 Open Shanks  
 Omesa Tripe Pack  
 Operate Air Hose on Hocks  
 Outside clean up  
 Pack Abomesum  
 Pack Large Intestine  
 Pack Scalded, HC Tripe  
 Pack Small Intestine  
 Pack Weasand  
 Pop Kidneys  
 Pre-Gutter  
 Pull Paunch/Remove Fat  
 Pull Off Paunch and Intestines  
 Rack/Pack Livers  
 Remove Mud Balls  
 Remove Pizzle/udder  
 Remove Spinal Cord  
 Rinse Abomesum  
 Round runners  
 Salt recovery  
 Save Abomesum  
 Save Kidneys

## Base Con't.

Save Spleen/ Pull off  
 Trachea, Lungs  
 Save Trachea  
 Save Leg Tendons  
 Separate Heart/ Lung,  
 Aside Heart  
 Seperte Large Intestine  
 Separate Tounge Trim/Fat  
 Spotting Railroad Tankers  
 Steam Vac  
 Tie Off Small Intestine  
 Trim Abomesum  
 Trim and Bag Or Box  
 Cryovac Kidneys

## GROUP ONE

Cut off Carcass Ears, Tag  
 Dehorn Carcass  
 Dehorn Nubs  
 Down Puller Operator  
 Hides-Raceway, Pull, Takeup  
 Hides-Trim Face Plates  
 Floor Loaders  
 Presenter  
 Rip Belly With Cutter  
 Palletize

Save Pancreas  
 (Cut Off Weasand etc.)  
 Tag & Carry Heads  
 Tripe Machine  
 Scalded & Honey Comb  
 Omesa  
 Upgrade Tounge Trim  
 Scanner  
 Separate Paunch (Gut Table)  
 Strapper  
 Strip Weasend

GROUP TWO

AQL Trimmers  
 Buggy Drive  
 Certified Head Trimmer  
 Cooler-Lug & Trim  
 Dejoint heads  
 Drop Bung & Disjoint Tail  
 Expose Backstrap/Monitor  
 Drop Heads/Skin/Lips & Ears  
 Hide Grader  
 Inedible Operator

Mark Brisket  
 Mark inside skirt  
 Operate Cryovac Sealer  
 Pop Feather Bone/Monitor  
 Saw Brisket  
 Side Puller  
 Trim oyster  
 Trim, Wash & Bag Tails  
 Whizard Head Meat

GROUP THREE

Clear neck & raise gullets  
 Drop and Hang Tounges,  
     Tonsils  
 Feed Jaw Puller,  
     save trim from Jaw  
 Forklift  
 Head Boner  
 Head Chisler  
 Hides-Fleshing Machine  
 Hides Forklift  
 Jack Cattle  
 Knife Room  
 Knocker

Low Neck  
 Open Neck & Raise Gullets  
 Outside Lift Driver  
 Rail Spotter (EPI)  
 Rimover  
 Rod & Tie Weasand  
 Rumper  
 Shackler  
 Sticker  
 Trim, Brand, Wrap  
     and pack Tounges  
 Trim Heads & Pack  
 Wastewater Operator

GROUP FOUR

CapBung, Split Tail, Midline  
 Carcass Load Lead Person  
 Certify Prewash Trimmer  
 Final Trimmer  
 First Butt  
 First Legger  
 High Trimmer  
 Inedible Lead Person

Low Trimmer  
 Low Backer  
 Offal Lead Person  
 Offal Trans Lead Person  
 Outrail Trimmer  
 Second Butt  
 Stockyard Lead Person  
 Second Legger

GROUP FIVE

Cooler-Ribber  
 Cooler-Saw Beef

Flanker

GROUP SIX

Cooler Lead Person  
 Gutter  
 Split Saw

Trainers  
 Wastewater Lead Person

GROUP SEVEN

Kill Floor Lead Person



**FABRICATION JOB GROUPINGS****BASE**

Bag Loose Meat  
 Baggers (Slice)  
 Bagperson  
 Bone Guard  
 Box Handler (Slice)  
 Clean Up  
 Combo Maker  
 Core Driller  
 Drop Arm Bone  
 Drop Hind Quarter  
 Fill Combos  
 General Labor  
 Inventory (Box Shop)  
 Laundry  
 Leaker Audit  
 Open Leakers  
 Operate Paddle Bone Puller  
 Paddle Meat  
 Pull Off  
 Rehang Rounds  
 Reject Person  
 Rose Meat Puller  
 Small Box Trim  
 Swing Up  
 Throw Bones  
 Throw on (Slice)  
 Trim Pickers  
 Trolley Hanger  
 Tub Dumper  
 Wash Combos  
 Zip netter

**GROUP ONE**

Bag Primals  
 Box Meat  
 Cardboard Baler  
 Cooler Operators  
 Corner Person (Break line)  
 Operate Knuckle Puller  
 Packers  
 Pallitizer  
 Floor Loaders  
 Scanner  
 Temp. Combos

**GROUP TWO**

Arm Trimmer  
 Bone Test (Whizard)  
 Tray former  
 Chuck Roller  
 Chuck Saw Operator  
 Chuck Trimmer  
 Clod Opener  
 Clod Trimmer  
 Contamination Trimmer  
 Drop Flanks  
 Edible Operator  
 (Trim) Flats & Eyes  
 Hind/Fore-Quarter Separate  
 Knuckle Dropper  
 Loin Wing Bone/Trim  
 Clean Plate Bones  
 Operate Sepa Machine  
 Pull Scotties  
 Pull Skirts/Bone Plates  
 Pull/Trim Flanks  
 Resaw Short Rib  
 Rose Meat Markers  
 Rosemeat Dropper  
 Saw Brisket/Arm  
 Saw Brisket/Plate  
 Saw Hocks  
 Saw Forequarters  
 (Rib & Chuck)  
 Saw Operators Slice  
 Scapula Meat Trimmer  
 Sealer Operator  
 Splitter Top/Bottom Butt  
 Square naval/pull eye  
 Trim Strip  
 Trim BCSR  
 Trim Clod  
 Trim Chuck square  
 Trim Flats & Points  
 Trim Hanging Tenders  
 Trim Lengths on Ribs  
 Trim Lifter Meat  
 Trim Extension Meat  
 Trim Pectoral  
 Trim Navel Eyes  
 Trim Skirts  
 Trim Butts  
 Trim Top Rounds  
 Trim Tri Tips  
 Trimmers Slice  
 Upgrade with Knife  
 Vacuum Operator  
 Whizard Operator  
 Wing Dropper

GROUP THREE

Aitch Boner  
 Break Down Arm/Clean Bones  
 Bone Briskets  
 Bone Foreshanks  
 Bone Hind Shank  
 Bone Plate/Pull Skirt  
 Bone Short Rib  
 Bone Shins /Drop Chuck  
 Bone & Trim Short Ribs  
 Brisket Bone Cleaner  
 Drop Gooseneck

Forklift Operator  
 Knife Grinders  
 Navel Boner  
 Pallet Jack Operator  
 Pull (Round) Eye on Chain  
 Splitter Saw Shell  
 Trim Bi Bone Rib Short Rib  
 Tender Trimmer  
 Whizzard Grinders  
 Wing Saw Operator

GROUP FOUR

Bone Lipon Ribeye  
 Knuckle Puller  
 Lead Persons Packoff  
 Lead Person Slice  
 Lead Person Edible Rendering  
 Mark Knuckle  
 Mark Forequarters

Rib Chine Saw  
 Saw Hind quarter  
 Sealer Room Lead Person  
 Split Forequarter  
 Strip Chine & Wing Saw  
 Whizzard Lead Person

GROUP FIVE

Bone Top Butts  
 Clod Puller  
 Rib Boner

Round Dropper  
 Strip Boner

GROUP SIX

Chuck Boners  
 Pull Tenders

Shipping Lead Person  
 Trainer

GROUP SEVEN

Lead Persons Fab Tables

**GROUND BEEF JOB GROUPINGS**BASE

Picker  
 Dumper Operator  
 General Labor  
 Grinder Operator  
 Rework  
 Selo Operator  
 Textured Beef Thrower  
 Weigh Pattie Box  
 Inventory

GROUP ONE

Box Maker & Insert liner  
 Chub Packer  
 Palletizer  
 Pattie Packer

GROUP TWO

Box Machine Operator  
 Inbound Receiver  
 Vacuum Operator

GROUP THREE

Forklift

GROUP SIX

Leadperson

Trainer (Interchange with Fab)



**AGREEMENT  
Between**

**CONAGRA BEEF COMPANY**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL NO. 990**

**TERM: November 20, 2000 to November 21, 2004**

**AGREEMENT**

This Agreement has been made and entered into by ConAgra Beef Company for its Greeley, Colorado facility (hereinafter the Company) and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 990 (hereinafter the Union).

**ARTICLE 1  
PURPOSE OF AGREEMENT**

**Section 1** It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**Section 2** It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation.

## **ARTICLE 2 RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers, nurses, emergency medical technicians, fault reset, roll stock, scalers, warehouse persons, plant computer operators, console operators, Formax, K-Pak, blender, blood plasma operators, managerial, administrative, distribution, quality control/PIFS, engineering/maintenance employees, listers, inventory control coordinators, employees of independent contractors, guards, and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 3 SAFETY**

### **Section 1**

A.) The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in order to achieve and maintain this goal.

B.) The Company agrees that it has the sole responsibility to provide a safe and healthy workplace and to correct safety and health hazards. Nothing in this agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.

C.) It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and safe operating procedures.

DATED this 18<sup>th</sup> day of January, 2001.

Ronald A. Bush

[Signature]

Katie Saks

Randall D. Armstrong

Andy [Signature]

[Signature]

Andre Hugh rose

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United Food and Commercial  
Workers, Local 990

[Signature]

[Signature]

[Signature]

[Signature]

Bernice Buey

[Signature]

ConAgra Beef Company

**APPENDIX A  
(WAGES)**

Effective November 20, 2000 the minimum start rate and the wage progression will be as follows:

Start Rate:	\$9.50
After 30 Days	\$9.65
After 60 Days	\$9.80
After 90 Days	\$9.90

All regular full-time production employees who have completed thirty (30) days of employment shall receive the following base rate:

Effective November 20, 2000 the base rate will be increased by \$.50 per hour to \$9.90.

Effective November 19, 2001 the base rate will be increased by \$.30 per hour to \$10.20

Effective November 18, 2002 the base rate will be increased by \$.30 per hour to \$10.50

Effective November 17, 2003 the base rate will be increased by \$.25 per hour to \$10.75

Starting rate increase will be extended for any absence beyond one (1) week. Such extension will be for the length of the absence.

Job Wage differentials are as follows:

Group 7	Base Rate	+	\$1.85/hour
Group 6	Base Rate	+	\$1.65/hour
Group 5	Base Rate	+	\$1.35/hour
Group 4	Base Rate	+	\$1.00/hour
Group 3	Base Rate	+	\$0.70/hour
Group 2	Base Rate	+	\$0.40/hour
Group 1	Base rate	+	\$0.20/hour



The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment, except as otherwise provided by settlement agreement (donning and doffing) dated September 11, 2000

## **Fabrication Job Groupings**

### **FAB BASE**

Bag Loose Meat	Open Leakers
Bagperson	Operate Six Shooter
Bone Guard	Pull Off
Clean Up	Rehang Rounds
Combo Maker	Reject Person
Core Driller	Retrimmer
Drop Arm Bone	Rosemeat Puller
Drop Hind Quarter	Shackle Chuck
Fill Combos	Small Box Trim
General Labor	Swing Up
Inject Air	Throw Bones
Inventory (Box Shop)	Trim Pickers
Knife Room Clean	Tub Dumper
Laundry	Unload Truck
Leaker Audit	Wash Combos
Monitor Chuck Trim	Whizard Knife
Monitor Combo Reworker	Zip Netter

### **FAB GROUP ONE**

Bag Primals	Operate Knuckle Puller
Band & Stretch Wrap	Operate Metal Detector 50
Bone Collector	Operate Metal Detector 65
Box Meat	Packers
Cardboard Baler	Palletizer
Cooler Operators	Rework
Corner Person (Break line)	Scanner
Floor Loaders	Temp. Combos

### **FAB GROUP TWO**

Arm Trimmer	Saw Hocks
Bone Test (Whizard)	Saw Neck Bone
Clean Plate Bones	Saw Short Rib
Clean Rib Bone	Scapula Meat Trimmer
Clod Trimmer	Sealer Operator
Contamination Trimmer	Splitter Top/Bottom Butt



Drop Flanks  
Edible Operator  
Hind/Forequarter Separate  
Inventory Walker System  
Knuckle Dropper  
Loin Wing Bone Trim  
Mark / Pull Flap Meat  
Mark / Pull Heel  
Mark / Pull Outside Skirt  
Mark / Pull Round Cap  
Mark Brisket / Deckle  
Mark Brisket / Pull Pectoral  
Mark Brisket Hot  
Mark Rope Meat / Neck Bone  
Mark Tri Tip on Chain / Flank Head  
Operate Sepa Machine  
Operate Skinner  
Pull Hanging Tender  
Pull Knuckle Skin  
Pull Scotties  
Pull/Trim Flanks  
Resaw Short Rib  
Retrimmer  
Rosemeat Markers  
Saw Brisket/Plate  
Saw Feather Bone  
Saw Forequarters (Rib & Chuck)

### FAB GROUP THREE

Aitch Bone  
Bone & Trim Short Ribs  
Bone Briskets  
Bone Foreshanks  
Bone Hind Shank  
Bone Shins/Drop Chuck  
Brisket Bone Cleaner  
Chuck Trimmer  
Drop Gooseneck  
Forklift Operator  
Knife Grinders

### FAB GROUP FOUR

Bone Short Rib  
Knuckle Puller  
Lead Person Edible Rendering  
Lead Person Packoff

Square naval/pull eye  
Tray Former  
Trim BSCR  
Trim Butts  
Trim Cap to 85  
Trim Chuck Square  
Trim Clod  
Trim Extension Meat  
Trim Flap Meat  
Trim Flats & Eyes  
Trim Flats & Points  
Trim Hanging Tenders  
Trim Lengths on Ribs  
Trim Lifter Meat  
Trim Mock Tender  
Trim Naval  
Trim Pectoral  
Trim Skirts  
Trim Strip  
Trim Top Rounds  
Trim Tri Tips  
Upgrade Arm  
Upgrade with Knife  
Vacuum Operator  
Whizard Operator  
Wing Dropper

Mark Arm Bone  
Mark Shank Bone  
Navel Boner  
Pallet Jack Operator  
Pull Atlas & Feather Bone  
Pull (round) Eye on Chain  
Splitter Saw Shell  
Trim Short Ribs  
Tender Trimmer  
Whizard Grinders

Pull Skirts/Bone Plates  
Rib Chine Saw  
Saw Hind Quarter  
Sealer Room Lead Person

Mark Forequarters  
Mark Knuckle

Strip Chine and Wing Saw  
Whizard Lead Person

#### FAB GROUP FIVE

Bone Lipon Ribeye  
Bone Top Butts  
Hind Saw  
Rib Saw

Round Dropper  
Strip Boner  
Strip Saw  
Wing Saw Operator

#### FAB GROUP SIX

CL-1 & CL2  
Clean Up GEL Operator  
Lab Tech / Data Entry  
Operate Cooker / CIP  
Operate Grinder

Operate Mobile Track  
Pull Tenders  
Rib Boner  
Shipping Lead Person  
Trainer

#### FAB GROUP SEVEN

Lead Persons Fab Tables

Production Trainers

### **Ground Beef Job Groupings**

#### GROUND BEEF BASE

Bag Loader  
Dumper Operator  
General Labor  
Grinder Operator  
Inventory  
Loader

Picker  
Rework  
Selo Operator  
Textured Beef Thrower  
Weigh Pattie Box

#### GROUND BEEF GROUP ONE

Box Maker & Insert Liner  
Chub Packer

Palletizer  
Pattie Packer

#### GROUND BEEF GROUP TWO

Box Machine Operator  
Cryovac Operator

Inbound Receiver

## GROUND BEEF GROUP THREE

Forklift

## GROUND BEEF GROUP SIX

Lead person

# Slaughter Job Groupings

## SLAUGHTER BASE

Add Dry Ice/Lids on Boxes  
Apply Paper at Brisket  
AQL  
Bag Tails  
Box Fresh Offal  
Brand/Bag/Rack Livers  
Clean & Pack Spinal Cords  
Clean-up / Inedible Barrels  
Clear Neck  
Combo Pet Food  
Cut Intestine to Length  
Cut Off 1st Hock, Switch Tail  
Cut Off 2nd Hock  
Cut Off Blanket Fat, SEP Omesa  
Cut Off Fat from Omesa, Aside Fat  
Cut off Front Feet  
Drive Cattle  
Drop Head of Tender  
Exp. Idle Bones, Clip Idle Bones  
Feed Kill Chain, Open Neck Hide  
Flush Heads/Clip Bone

General Labor  
Hang Ear Tag  
Hang Hides - Black Belt  
Hang Off 1st Leg  
Hang Off 2nd Leg  
Hang Plastic at Rump,

Hang Trolleys  
Hides-Pull, Mark / Cut Tails

Operate Air Hose on Hocks  
Pack Weasand  
Pop Kidneys  
Pull Off Paunch and Intestines  
Pull Paunch / Remove Fat  
Remove Abomesum  
Remove Mud Balls  
Remove Pizzle / Udder  
Remove Spinal Cord  
Remove Tail  
Rinse Abomesum  
Salt Recovery  
Sanitize 1st Hock  
Sanitize 2nd Hock  
Save Abomesum  
Save Face Meat  
Save Kidneys  
Save Leg Tendons  
Save Spleen / Pull Off Trachea,  
Lungs  
Separate Heart / Lung, Aside Heart  
Separate Large Intestine  
Separate Tongue Trim / Fat  
Spotting Railroad Tankers  
Steam Vac  
Trim Off Small Intestine  
Trim / Pack Sweetbreads  
Stamp Angus  
Trim and Bag or Box Cryovac  
Kidneys  
Trim Back of Carcass  
Trim Foreshank (arm pit)

Janitor  
Load Chill Box  
Load Rails Sales Cooler  
Load Tail Puller  
Mark Foreshank  
Mark Pattern  
Omesa Tripe Pack  
Open Omesa with Splitter  
Open Seam on Paunch  
Open Shanks

Trim High Hock / Round  
Trim Neck  
Trim Necks Remove Sweetbreads  
Trim off Salivary Glands  
Trim Shanks  
Trim Udders  
Unload Chill Box  
Wash Neck  
Wash Tripe

#### SLAUGHTER GROUP ONE

Box Maker  
Cut Off Bile Bag / Aside Liver  
Cut Off Carcass Ears, Tags  
Cut Intestine to Length  
Dehorn Carcass  
Dehorn Nubs  
Down puller operator  
Floor Loaders  
Flush Large Intestine  
Flushers/Braiders  
Hide Hanger/Deflesher  
Hide Hanger/Down Puller  
Hang Paunch on Chain  
Hides-Raceway, Pull, Takeup  
Hides-Trim Face Plates  
Open Paunch & Dump  
Pack Abomesum  
Pack Large Intestine  
Pack Scalded, HC Tripe

Pack Small Intestine  
Palletize  
Presenter  
Pull Hide/Mark & Cut Tail  
Rack / Pack Livers  
Round Runners  
Save Pancreas (Cut off Weasand)  
Save Trachea  
Scanner  
Separate Paunch (Gut Table)  
Slice & Devein Liver  
Strapper  
Strip Weasand  
Tag & Carry Heads  
Trim, Brand Hearts / Pack  
Trim Abomesum  
Tripe Machine, Scalded & Honey  
Comb Omesa  
Trim Contamination  
Upgrade Tongue Trim

#### SLAUGHTER GROUP TWO

AQL Trimmers  
Buggy Drive  
Certified Head Trimmer  
Cooler-Lug & Trim  
Dejoint Heads  
Drop Bung & Disjoint Tail  
Drop Heads / Skin / Lips & Ears  
Expose Backstrap / Monitor  
Mark Brisket

Operate Cryovac Sealer  
Pop Feather Bone / Monitor  
Pre Gutter  
Rip Belly/Rip Belly with Cutter  
Saw Brisket  
Side Puller  
Stripper / Splitter Operator  
Trim Oyster  
Trim, Wash & Bag Tails

Mark Inside Skirt

Whizard Head Meat

### SLAUGHTER GROUP THREE

Clear Neck & Raise Gullets  
Drop & Hang Tongues, Tonsils  
Feed Jaw Puller, Save Trim from Jaw  
Forklift  
Head Boner  
Head Chiseler  
Hide Grader  
Hides Forklift  
Hides-Fleshing Machine  
Jack Cattle  
Knife Room  
Knocker

Low Neck  
Open Neck & Raise Gullet  
Outside Lift Driver  
Rail Spotter (EPI)  
Rimover  
Rod & Tie Weasand  
Rumper  
Shackler  
Sticker  
Trim Heads & Pack  
Trim Midline  
Trim, Brand, Wrap & Pack Tongues

### SLAUGHTER GROUP FOUR

Cap Bung, Split Tail, Midline  
Carcass Load Lead Person  
Certify Prewash Trimmer  
Final Trimmer  
First Butt  
First Legger  
High Trimmer  
Inedible Lead Person

Low Backer / Tail Puller  
Low Trimmer  
Offal Lead Person  
Offal Trans Lead Person  
Outrail Trimmer  
Second Butt  
Second Legger  
Stockyard Lead Person

### SLAUGHTER GROUP FIVE

Cooler-Ribber  
Cooler-Saw Beef

Flanker

### SLAUGHTER GROUP SIX

Condemned Cage  
Cooler Lead Person  
Gutter  
Inedible Operator  
Load Out  
Operate Cooker

Operate Hammermill  
Outside Clean-up  
Split Saw  
Trainers  
Wastewater Operator

## **SLAUGHTER GROUP SEVEN**

Kill Floor Lead Person  
Wastewater Lead Person

### **APPENDIX "B"**

#### **QUICK START**

**Section 1** The parties have agreed to a rate progression acceleration program, hereafter referred to as "Quick Start," to waive the starting rate progression for new employees.

**Section 2** An employee also shall become ineligible for Quick Start and therefore be paid under the regular progression where:

- A.) The employee is on restricted duty for a non-occupational illness or injury for a period exceeding thirty-two (32) days, in which case the employee loses Quick Startnd group pay.
- B.) An employee who has a work related injury or illness, reaches Maximum Medical Improvement and is placed on a lower paying job.



**AGREEMENT  
Between**

**SWIFT & COMPANY**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL NO. 7**

**TERM: November 22, 2004 to November 22, 2009**

**AGREEMENT**

This Agreement has been made and entered into by Swift & Company for its Greeley, Colorado facility (hereinafter the Company) and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 7 (hereinafter the Union).

**ARTICLE 1  
PURPOSE OF AGREEMENT**

**Section 1**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**Section 2**

It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation.

**ARTICLE 2  
RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers, nurses, emergency medical technicians, fault reset, roll stock, scalars, warehouse persons, plant computer operators, console operators, Formax, K-Pak, blender, blood plasma operators, managerial, administrative, distribution, quality control/PIFS, engineering/maintenance employees, listers, inventory control coordinators, employees of independent contractors, guards, and supervisors as defined by the National Labor Relations Act.

to FMLA leaves, requests, and certifications or medical histories must be maintained as confidential medical records separate from usual personnel files.

- (ii) Effect on Existing Benefits. Nothing in the FMLA or any amendment shall be construed to diminish the obligation of the employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under FMLA or any amendment to FMLA.

## **ARTICLE 22 WAGE RATE CLASSIFICATION**

### **Section 1**

When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

### **Section 2**

If the Union requests, within five(5) days of being notified of the new classification and pay rate, the Company will meet and discuss the pay rate with the Union. If the Union does not agree with the pay rate, it may bypass the steps of the grievance procedure and submit the matter to arbitration if it notifies the Company within ten (10) days.

### **Section 3**

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

## **ARTICLE 23 UNION VISITATION**

### **Section 1**

Union representatives shall have the right to visit the work place to inspect conditions and to generally carry out the terms of this Agreement, providing they report to a designated Company representative upon entering the plant and so long as such visit does not interfere with operations.

### **Section 2**

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list.

## **ARTICLE 24 SUBCONTRACTING/CASUAL CREW**

### **Section 1**

The Company may subcontract as follows:

- A.) Operations which have been subcontracted out as of May 24, 1994, may continue to be subcontracted.

**ARTÍCULO 36  
DURACIÓN DE ACUERDO**

Este Acuerdo será efectivo comenzando el 22 de noviembre, 2004 y permanecerá en fuerza y efecto completo hasta medianoche, domingo, el 22 de noviembre, 2009. Cada interesado puede, en o antes de sesenta (60) días antes de la fecha de expiración de este contrato, dar noticia para terminar este Acuerdo. Si tal noticia no es recibida, el Acuerdo será renovado si mismo por periodos de un (1) año sucesivo hasta recibir noticia. La noticia será por correo registrado o certificado.

FECHADO este 20 día de Diciembre, 2004.

**United Food & Commercial Workers, Local 7**

Ernest L. Duran, Jr.  
Ernest L. Duran, Jr., UFCW Local 7 President

Fernando Rodriguez  
Fernando Rodriguez, UFCW Local 7 Director

Joann Moreno  
Joann Moreno, UFCW Local 7 Union Representative

Irma Chacon  
Irma Chacon, Negotiating Team Committee

Jorge Hernandez Juarez  
Jorge Hernandez Juarez, Negotiating Team Committee

Alice Lujan  
Alice Lujan, Negotiating Team Committee

Alvaro Martinez  
Alvaro Martinez, Negotiating Team Committee

Benita Meracle  
Benita Meracle, Negotiating Team Committee

Harry Olmeda  
Harry Olmeda, Negotiating Team Committee

Juan Perea  
Juan Perea, Negotiating Team Committee

Oscar Pinto  
Oscar Pinto, Negotiating Team Committee

BRIGIDO RETANA  
Brigido Retana, Negotiating Team Committee

Jimmy Ruiz  
Jimmy Ruiz, Negotiating Team Committee

James Suazo  
James Suazo, Negotiating Team Committee

**Swift & Company**

Doug Schult  
Doug Schult, Swift & Company VP/  
Labor Relations

Bill Danley  
Bill Danley, Swift & Company Plant  
Manager

Michael Herrera  
Michael Herrera, Swift & Company  
HR Manager

**ARTICLE 36  
DURATION OF AGREEMENT**

This Agreement shall be effective beginning November 22, 2004 and shall remain in full force and effect until midnight, Sunday, November 22, 2009. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004.

**United Food and Commercial Workers, Local 7**

**Swift & Company**

\_\_\_\_\_  
Ernest L. Duran, Jr., UFCW Local 7 President

\_\_\_\_\_  
Doug Schult, Swift & Company VP/Labor Relations

\_\_\_\_\_  
Fernando Rodriguez, UFCW Local 7 Director

\_\_\_\_\_  
Bill Danley, Swift & Company Plant Manager

\_\_\_\_\_  
Joann Moreno, UFCW Local 7 Union Representative

\_\_\_\_\_  
Michael Herrera, Swift & Company HR Manager

\_\_\_\_\_  
Irma Chacon, Negotiating Team Committee

\_\_\_\_\_  
Jorge Hernandez Juarez, Negotiating Team Committee

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Alice Lujan, Negotiating Team Committee

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Alvaro Martinez, Negotiating Team Committee

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Benita Meracle, Negotiating Team Committee

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Harry Olmeda, Negotiating Team Committee

\_\_\_\_\_  
Juan Perea, Negotiating Team Committee

\_\_\_\_\_  
Oscar Pinto, Negotiating Team Committee

\_\_\_\_\_  
Brigido Retana, Negotiating Team Committee

\_\_\_\_\_  
Jimmy Ruiz, Negotiating Team Committee

\_\_\_\_\_  
James Suazo, Negotiating Team Committee

## APPENDIX A (WAGES)

Effective November 22, 2004 the minimum start rate and the wage progression will be as follows:

Start Rate:	\$10.50
After 30 Days	\$10.75
Alter 60 Days	\$11.00
Alter 90 Days	\$11.25 (Base Rate)

On the first Monday following ratification of this Agreement, employees in the progression will move to the new rate for their length of service.

All regular full-time production employees who have completed ninety (90) days of employment shall receive the following base rate:

Effective November 22, 2004 after ratification the base rate will be increased by \$.50 per hour to \$11.25.

Effective November 21, 2005 the base rate will be increased by \$.25 per hour to \$11.50

Effective November 20, 2006 the base rate will be increased by \$.25 per hour to \$11.75

Effective November 19, 2007 the base rate will be increased by \$.25 per hour to \$12.00

Effective November 17, 2008 the base rate will be increased by \$.25 per hour to \$12.25

Starting rate increase will be extended for any absence beyond one (1) week. Such extension will be for the length of the absence.

Job Wage differentials are as follows:

Group 7	Base Rate	+	\$1.85/hour
Group 6	Base Rate	+	\$1.65/hour
Group 5	Base Rate	+	\$1.35/hour
Group 4	Base Rate	+	\$1.00/hour
Group 3	Base Rate	+	\$0.70/hour
Group 2	Base Rate	+	\$0.40/hour
Group 1	Base Rate	+	\$0.20/hour

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment, except as otherwise provided by settlement agreement (donning and doffing) dated September 11, 2000

The parties agree that the Going Forward Agreement, executed on September 11, 2000 is by reference made a part of this contract.

**PLEASE REFER TO ATTACHED "AGREED TO JOB TITLES"**

Fabrication Base Jobs		
Dept.	Grade	Title
Fab	00	Bag Loose Meat
Fab	00	Bagperson/Bag & Box Inventory
Fab	00	Bone Guard

Fab	00	Box Bones, Strap or Cartilage
Fab	00	Box Rose Meat
Fab	00	Calculate Percent Lean
Fab	00	Clean Up
Fab	00	Clean Up/Drop Pallets
Fab	00	Combo Maker
Fab	00	Custodian
Fab	00	Drop Arm Bone
Fab	00	Drop Head of Tender
Fab	00	Drop Hind Quarter
Fab	00	Fill Combos
Fab	00	Find Combo/Set Tub
Fab	00	Hang Boxes
Fab	00	Laundry Operator
Fab	00	Leaker Audit
Fab	00	Monitor Chuck Trim
Fab	00	Monitor Combo Reworker
Fab	00	Open Leakers
Fab	00	Rehang Rounds
Fab	00	Reject Person
Fab	00	Rosemeat Puller
Fab	00	Shackle Chuck
Fab	00	Stage Product
Fab	00	Open Poly Line Bag
Fab	00	Pull Kidney Fat
Fab	00	Pull Feather Bone
Fab	00	Sort Rope Meat
Fab	00	Throw Bones
Fab	00	Trim Pickers
Fab	00	Unhook Round
Fab	00	Wash Combos
Fab	00	Wash Combos/Spacers
Fab	00	Weigh/Dump Tubs
Fab	00	Zip Netter

Fabrication Grade 01 Jobs		
Dept.	Grade	Title
Fab	01	Bag Primals
Fab	01	Band Combo/Monitor Navel/Brisket
Fab	01	Bone Collector
Fab	01	Box Meat
Fab	01	Box Trim/Rework
Fab	01	Cardboard Baler
Fab	01	Clean Paddle Bones
Fab	01	Cooler Operators
Fab	01	Floor Loaders
Fab	01	Operate Six Shooter
Fab	01	Pull Knuckle
Fab	01	Palletizer
Fab	01	Rework



Fab	01	Scanner
Fab	01	Stretch Wrap
Fab	01	Temp Combos
Fab	01	Trim Teres Muscle
Fab	01	Trim/Box Tunic Tissue
Fab	01	Upgrade Product
Fab	01	Whiz Cartilage Round Line
Fab	01	Whiz Feather Bone/Cartilage

Fabrication Grade 02 Jobs		
Dept.	Grade	Title
Fab	02	Bone Loin Wing
Fab	02	Bone/Peel/Drop Knuckle
Fab	02	Clean Plate Bones
Fab	02	Clean Rib Bone
Fab	02	Combo Manifestor
Fab	02	Cut Keyboard Operator
Fab	02	Drop Wing
Fab	02	Inventory Walker System
Fab	02	Mark Brisket / Deckle
Fab	02	Mark Brisket / Pull Pectoral
Fab	02	Mark Brisket
Fab	02	Mark Chuck/Clod & Chuck Tender
Fab	02	Mark Inside Skirt
Fab	02	Mark / Pull Heel
Fab	02	Mark / Pull Round Cap
Fab	02	Mark Rope Meat / Neck Bone
Fab	02	Mark Rose Meat
Fab	02	Mark Tri Tip on Chain / Flank Head
Fab	02	Operate Case Sealer
Fab	02	Operate Cryovac
Fab	02	Operate Tray Former
Fab	02	Operate Skinner
Fab	02	Pop Feather Bones
Fab	02	Pull Flank
Fab	02	Pull Hanging Tender
Fab	02	Pull Knuckle Skin
Fab	02	Pull/Trim D-Shanks
Fab	02	Retrimmer
Fab	02	Saw Brisket/Plate
Fab	02	Saw Butt Bone
Fab	02	Saw Feather Bone
Fab	02	Saw Hocks
Fab	02	Saw Neck Bone
Fab	02	Saw Short Rib
Fab	02	Separate Top Butt
Fab	02	Square Naval
Fab	02	Trim BBQ Plate
Fab	02	Trim BCSR/Chuck Square

Fab	02	Trim Bottom Butt
Fab	02	Trim Chuck Tender
Fab	02	Trim Clod
Fab	02	Trim Contamination
Fab	02	Trim Eye of Round
Fab	02	Trim Flap Meat
Fab	02	Trim Flats & Points
Fab	02	Trim Flanks
Fab	02	Trim Flat
Fab	02	Trim Hanging Tenders
Fab	02	Trim Inside Round
Fab	02	Trim Knuckle
Fab	02	Trim Loin Tail
Fab	02	Trim Lengths on Ribs
Fab	02	Trim Oyster Fat
Fab	02	Trim Pectoral
Fab	02	Trim Rib Cap Extension Meat
Fab	02	Trim Rib Cap Lifter Meat
Fab	02	Trim Scapula Meat
Fab	02	Trim Sub Scapula
Fab	02	Trim Skirts
Fab	02	Trim Strip
Fab	02	Trim Top Butt
Fab	02	Upgrade Arm
Fab	02	Upgrade with Knife
Fab	02	Verify Trim Combo
Fab	02	Walking Steward
Fab	02	Whizard Operator

Fabrication Grade 03 Jobs		
Dept.	Grade	Title
Fab	03	Bone Foreshank
Fab	03	Bone Hind Shank
Fab	03	Clean Brisket Bone
Fab	03	Drop Gooseneck
Fab	03	Forklift Operator
Fab	03	Mark Arm Bone
Fab	03	Mark Shank Bone
Fab	03	Mark/Pull Eye
Fab	03	Operate Pallet Jack
Fab	03	Pull Atlas & Feather Bone
Fab	03	Saw Forequarters (Rib & Chuck)
Fab	03	Saw Shell
Fab	03	Trim Short Rib
Fab	03	Trim Chuck
Fab	03	Trim Tenderloin
Fab	03	Weigh Pallets/Operate Forklift

Fabrication Grade 04 Jobs		
Dept.	Grade	Title
Fab	04	Bone Aitch
Fab	04	Bone Plate
Fab	04	Bone Short Rib
Fab	04	Knife Grinders
Fab	04	Knuckle Puller (Pull Knuckle)
Fab	04	Lead Person Packoff
Fab	04	Mark Knuckle
Fab	04	Mark/Pull Outside Skirt
Fab	04	Split Forequarter

Fabrication Grade 05 Jobs		
Dept.	Grade	Title
Fab	05	Bone Strip
Fab	05	Bone Top Butt
Fab	05	Hind Saw
Fab	05	Saw Chine
Fab	05	Saw Rib
Fab	05	Saw Wing
Fab	05	Seam Inside Round

Fabrication Grade 06 Jobs		
Dept.	Grade	Title
Fab	06	Bone Rib
Fab	06	Bone Tenderloin
Fab	06	Case Sealer Lead Person
Fab	06	CL-1 Rib Cage/Neck Bone
Fab	06	CL-2 Rib Cage/Neck Bone
Fab	06	Clean Up GEL Operator
Fab	06	Operate Cooker / CIP
Fab	06	Operate Grinder
Fab	06	Operate Mobile Track
Fab	06	Pull Tenders
Fab	06	Rib Boner
Fab	06	Shipping Lead Person
Fab	06	Shipping Lead Person/Offal Transfer

Fabrication Grade 07 Jobs		
Dept.	Grade	Title
Fab	07	Lead Person
Fab	07	Trainer Hourly
Fab	07	Whizzard Lead Person

Ground Beef Base Jobs		
Dept.	Grade	Title
GB	00	Dumping Grinder Helper
GB	00	Operate Dumper
GB	00	Operate Grinder/GB
GB	00	Pick Trim
GB	00	Rework Ground Beef
GB	00	Texture Beef Thrower

Ground Beef Grade 01 Jobs		
Dept.	Grade	Title
GB	01	Box Chub
GB	01	Palletize Chub

Ground Beef Grade 02 Jobs		
Dept.	Grade	Title
GB	02	Box Erector

Ground Beef Grade 03 Jobs		
Dept.	Grade	Title
GB	03	Forklift

Ground Beef Grade 6 Jobs		
Dept.	Grade	Title
GB	06	Lead person

Slaughter Base Jobs		
Dept.	Grade	Title
Slaughter	00	Apply Wax Paper
Slaughter	00	Bag Box Kidney/Tendon
Slaughter	00	Bag Fresh Livers
Slaughter	00	Bag/Box Tails
Slaughter	00	Blow Off Hock
Slaughter	00	Box Add Dry Ice/Lid
Slaughter	00	Box Fresh Offal
Slaughter	00	Box Weasand Meat
Slaughter	00	Clean Up
Slaughter	00	Combo Pet Food
Slaughter	00	Cover Brisket
Slaughter	00	Cut Intestine to Length
Slaughter	00	Custodian
Slaughter	00	Cut Off 1 <sup>st</sup> Hind Leg
Slaughter	00	Cut Off 2 <sup>nd</sup> Hind Leg

Slaughter	00	Cut Off Dew Claw
Slaughter	00	Cut Off Front Hock
Slaughter	00	Drive Cattle
Slaughter	00	Flush Head
Slaughter	00	Flush Weasand
Slaughter	00	Ground Keeper
Slaughter	00	Hang Ear Tag
Slaughter	00	Hang Off 1 <sup>st</sup> Leg/Clip Tail Switch
Slaughter	00	Hang Off 2 <sup>nd</sup> Leg
Slaughter	00	Hang Plastic/Stamp Angus
Slaughter	00	Index Cattle Main Chain
Slaughter	00	Insert Bungee Cord
Slaughter	00	Laundry Operator
Slaughter	00	Load Chill Box
Slaughter	00	Load Rails/Sales Cooler
Slaughter	00	Mark/Clip Idle Bone
Slaughter	00	Mark Foreshank/Remove Bungee Cord
Slaughter	00	Operate Tail Puller
Slaughter	00	Pop Kidneys
Slaughter	00	Pull Off Paunch/Intestines
Slaughter	00	Remove Kidney
Slaughter	00	Remove Shackle
Slaughter	00	Remove Spinal Sheath
Slaughter	00	Remove Spinal Cord
Slaughter	00	Remove Spinal Cord Low
Slaughter	00	Remove Spinal Cord High
Slaughter	00	Remove Tail
Slaughter	00	Sanitize Hock
Slaughter	00	Save Sweet Bread
Slaughter	00	Scan Tag
Slaughter	00	Separate Heart / Lung, Aside Heart
Slaughter	00	Separate Large Intestine
Slaughter	00	Squeegee
Slaughter	00	Stamp Beef (Coolers)
Slaughter	00	Steam Vac
Slaughter	00	Tie Intestine
Slaughter	00	Tip Tail/Remove Plastic
Slaughter	00	Trim Back of Carcass
Slaughter	00	Trim Brisket/Shank
Slaughter	00	Trim Final
Slaughter	00	Trim High Hock / Round
Slaughter	00	Trim Neck
Slaughter	00	Trim Off Salivary Glands
Slaughter	00	Trim Tripe/Split Honeycomb
Slaughter	00	Trim Tongue
Slaughter	00	Vacum Hide
Slaughter	00	Wash Cattle
Slaughter	00	Wash Combo/Spacers
Slaughter	00	Wash/Hang Trolley
Slaughter	00	Wash Mouth/Tuck Tongues

Slaughter 00 Wash, Trim and Pack Sweet Breads

Slaughter Grade 01 Jobs		
Dept.	Grade	Title
Slaughter	01	Bag Head Meat
Slaughter	01	Box Large Intestine
Slaughter	01	Box Maker
Slaughter	01	Cut Intestines from Paunch
Slaughter	01	Cut Intestine to Length
Slaughter	01	Cut Off Blanket Fat/Aside Fat
Slaughter	01	Cut Off Bile Bag / Aside Liver
Slaughter	01	Dehorn
Slaughter	01	Down Puller
Slaughter	01	Dump Paunch
Slaughter	01	Floor Loader
Slaughter	01	Flush Large Intestines
Slaughter	01	Hang Carcass Tag
Slaughter	01	Hang Hide After Flesher
Slaughter	01	Hang Hide Before Flesher
Slaughter	01	Hang Hide Black Belt
Slaughter	01	Pack Omesum
Slaughter	01	Hang Paunch
Slaughter	01	Pack Scalded, HC Tripe
Slaughter	01	Palletize Product
Slaughter	01	Presenter (USDA)
Slaughter	01	Pull Blanket Fat, Separate Stomachs
Slaughter	01	Rack / Pack Livers
Slaughter	01	Remove Pizzle/Udder, Hock Hole
Slaughter	01	Remove Tail
Slaughter	01	Save & Box Trachea
Slaughter	01	Save Pet Food
Slaughter	01	Save Tendon
Slaughter	01	Saw Omasum
Slaughter	01	Separate Large Intestines
Slaughter	01	Separate Omasum
Slaughter	01	Slice & Devein Liver
Slaughter	01	Strapper/Label recorder
Slaughter	01	Strip Weasand
Slaughter	01	Tank Puller
Slaughter	01	Trim, Brand Hearts / Pack
Slaughter	01	Trim Contamination
Slaughter	01	Trim Face Plate
Slaughter	01	Trim Neck for QA
Slaughter	01	Trimmer (QA)
Slaughter	01	Unroll Large Intestine
Slaughter	01	Wash Omasum
Slaughter	01	Wash/Refine Tripe
Slaughter	01	Whiz Contamination/Neck Area



Slaughter Grade 02 Jobs		
Dept.	Grade	Title
Slaughter	02	Bag Chilled Tongues
Slaughter	02	Cut Off Eyelid/Ears, Cart/Lips
Slaughter	02	Dehorn/Cut Off Carcass Ears
Slaughter	02	Cooler Trim
Slaughter	02	Dejoint Head
Slaughter	02	Operate Cryovac
Slaughter	02	Operate Side Puller
Slaughter	02	Rip Belly
Slaughter	02	Stripper / Splitter Operator
Slaughter	02	Trim Head for USDA
Slaughter	02	Trim Tail/Bag
Slaughter	02	Whizard Contamination Round
Slaughter	02	Whiz Pelvic Fat

Slaughter Grade 03 Jobs		
Dept.	Grade	Title
Slaughter	03	Drop Bung & Dejoint Tail
Slaughter	03	Drop and Hang Tongue
Slaughter	03	Dump Vertebrae Truck
Slaughter	03	Forklift
Slaughter	03	Hang Head
Slaughter	03	Hide grader
Slaughter	03	Knocker
Slaughter	03	Low Neck
Slaughter	03	Mark/Saw Brisket
Slaughter	03	Rim Over Brisket
Slaughter	03	Operate Flesher/Trim Shank
Slaughter	03	Pre Gutter
Slaughter	03	Shackler
Slaughter	03	Sticker
Slaughter	03	Trim, Brand, Wrap and Pack Tongues
Slaughter	03	Trim Jaw Bone
Slaughter	03	Trim Midline
Slaughter	03	Weasand Rodder
Slaughter	03	Whizzard Heads

Slaughter Grade 04 Jobs		
Dept.	Grade	Title
Slaughter	04	1 <sup>st</sup> Butter
Slaughter	04	1 <sup>st</sup> Legger
Slaughter	04	2 <sup>nd</sup> Butter
Slaughter	04	2 <sup>nd</sup> Legger
Slaughter	04	Cheeker
Slaughter	04	Chisel Head

Slaughter	04	Hang Head
Slaughter	04	Lead Person Offal
Slaughter	04	Lead Person Stock Yard
Slaughter	04	Low Backer
Slaughter	04	High Trim/Steam Vac
Slaughter	04	Knife Room Straight
Slaughter	04	Mark Pattern
Slaughter	04	Scan Eyes
Slaughter	04	Temple Head
Slaughter	04	Trim High
Slaughter	04	Trim Low
Slaughter	04	Final Trimmer (USDA)

Slaughter Grade 05 Jobs		
Dept.	Grade	Title
Slaughter	05	Clear Gullet
Slaughter	05	Flanker
Slaughter	05	Rib Beef
Slaughter	05	Saw Rib
Slaughter	05	Trim Outrail

Slaughter Grade 06 Jobs		
Dept.	Grade	Title
Slaughter	06	Blood Cooker Operator
Slaughter	06	Clean Up GEL Operator
Slaughter	06	Clean Up Inedible Operator
Slaughter	06	Condemn Cage/Open Paunch
Slaughter	06	Cooler Lead Person
Slaughter	06	Gutter
Slaughter	06	Lead Person Offal
Slaughter	06	Load Out
Slaughter	06	Operate Cooker
Slaughter	06	Operate Grinder
Slaughter	06	Operate Hammermill
Slaughter	06	Operate Mobile Track
Slaughter	06	Operate Split Saw
Slaughter	06	Operate Cooker/CIP
Slaughter	06	Remove Liver/Spread Viscera
Slaughter	06	Rendering Lab
Slaughter	06	Wastewater Operator

Slaughter Grade 07 Jobs		
Dept.	Grade	Title
Slaughter	07	Lead Person
Slaughter	07	Trainer Hourly

Agreement Between  
Swift & Company  
and  
International Union of Operating Engineers, Local No. 1  
  
TERM: May 15, 2005 through May 15, 2008.

**Collective Bargaining Agreement  
Between**

**Swift & Company  
and  
International Union of Operating Engineers, Local #1**

**Agreement**

This Agreement has been made and entered into by and between Swift & Company, Greeley, Colorado (hereinafter referred to as the "Company") and International Union of Operating Engineers, Local No. 1 (hereinafter referred to as the "Union").

**Article 1  
Purpose of Agreement**

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

Section 2. The parties recognize that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and Union, which will permit safe, efficient, and economical operation of the business.

**Article 2  
Recognition**

The Company recognizes the Union as the sole and exclusive bargaining agent for all the employees in the hourly maintenance unit certified by the National Labor Relations Board in case #27-RC-7508 at the Company's Greeley, Colorado beef and hide plant.

**Article 3  
Union Security**

The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, as a condition of employment, become members of the Union on the thirty-first (31<sup>st</sup>) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

(ii) Effect on Existing Benefits. Nothing in the FMLA or any amendment shall be construed to diminish the obligation of the employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under FMLA or any amendment to FMLA.

## **Article 25**

### **Wage Rate Classification**

When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

If the Union requests within five (5) days of being notified of the new classification and pay rate, the Company will meet and discuss the pay rate with the Union. If the Union does not agree with the pay rate, it may bypass the steps of the grievance procedure and submit the matter to arbitration if it notifies the Company within ten (10) days.

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

## **Article 26**

### **Paychecks**

**Section 1** The check with which the Company pays the employees will state all deductions, hourly rates, hours worked, straight time and overtime. It is understood and agreed that the employees shall be paid on a weekly basis. The Company will continue legitimate methods and practices of distributing paychecks to employees.

Except for employees who fail to clock in and/or out, any pay discrepancy of fifty dollars (\$50.00) or greater shall be adjusted in the same week of the error. Employees who fail to clock in and/or out (missed punches) will receive the appropriate adjustment on the following week's paycheck. Employees who notify their supervisor of a missed punch in a timely manner shall be adjusted in the same week, provided the pay discrepancy is fifty dollars (\$50.00) or greater. If the time system is not working the employees will not be held accountable or liable, provided they promptly notify their supervisor of the problem.

## **Article 27**

### **Group Life Insurance**

Regular, full time employees will become eligible on the first of the month following six (6) months of service, for the company provided Group Life Insurance in the amount of \$15,000.

## **Article 28**

**Article 34**  
**Duration of Agreement**

This Agreement shall become effective on May 15, 2005, and shall remain in full force and effect until Midnight Sunday, May 15, 2008. Either party may on or before sixty (60) days prior to the expiration date of this Contract give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

International Union of Operating  
Engineers, Local #1

Swift & Company

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_

## Schedule A (1)

**Wage Rates**

Level	Effective 5/15/2005	Effective 5/14/2006	Effective 5/13/2007
Minimum	<b>\$11.75</b>	<b>\$12.10</b>	<b>\$12.45</b>
G	<b>\$12.75</b>	<b>\$13.10</b>	<b>\$13.45</b>
F	<b>\$14.00</b>	<b>\$14.35</b>	<b>\$14.70</b>
E	<b>\$14.50</b>	<b>\$14.85</b>	<b>\$15.20</b>
D	<b>\$15.25</b>	<b>\$15.60</b>	<b>\$15.95</b>
C	<b>\$16.25</b>	<b>\$16.60</b>	<b>\$16.95</b>
B	<b>\$17.25</b>	<b>\$17.60</b>	<b>\$17.95</b>
A	<b>\$18.25</b>	<b>\$18.60</b>	<b>\$18.95</b>
Master *	<b>\$19.90</b>	<b>\$20.25</b>	<b>\$20.60</b>

\* Rates above Level "A" reflect a \$0.15 classification adjustment.

Electricians and Proman Technicians - Up to \$2.95 over Level A with additional training. (see Letter of Understanding – change level A1 from \$1.00 to \$1.15).

Refrigeration & Boilers - \$1.65 over Level A with Refrigeration School.

Lead person rate will be \$0.50 over the level for which they are qualified.

Paint crew personnel will be capped at Level D